Saari Union 76
301 Second Avenue South
Hurley, Wisconsin

Bid Round 18, Commerce #54534-1316-01, BRRTS #03-26-125816

Responses to Questions Related to Bid Solicitation

1. During the review of the report it became apparent that the extent of the groundwater plume has not been defined respective to this investigation. There are two other LUST sites near the Saari property, Jerry's Amoco and the North American Overhead Door, which may aid in the general determination of the degree and extent but the information on the other sites is not available in this report.

   The groundwater monitoring points associated with the Saari investigation do not adequately define the extent of groundwater contamination. The nested monitoring points MW4 and MW5 do not appear to be downgradient from the source. Monitoring wells MW1, MW2 and MW3 appear to be source wells and the up gradient and side gradient extents are not well defined. MW6, associated with North American Overhead could be used as a side/downgradient well but the analytical results, with the exception of the non-detect report on page 25 of Volume 1, do not appear to be included in the report. The information off the BRRT's database for the North American Overhead Door states "co-contamination". What location is the source of the co-contamination?

   Could Jerry's Amoco, the LUST site located directly northwest of the Saari site, be a contributor to the reported groundwater contamination? Does the Jerry's Amoco site have any well data that may assist in the determination of degree and extent for the Saari site? If so can you make the results available?

   The bid specs state that the degree and extent of the groundwater contamination is substantially defined, but I find it especially hard to cost out RNA at this site without the lateral extents better defined.

   RESPONSE: The following will attempt to address the above questions and statements in the order they were posed. We concur that the full degree and extent of groundwater contamination associated with the Saari Union 76 site likely has not been defined. Delineating the extent of groundwater contamination in a fractured bedrock environment can be a complicated, time-consuming and cost-prohibitive task. After reviewing the available information, including data from nearby sites and distances to potential receptors, the Departments of Natural Resources and Commerce agreed that

the degree and extent of contamination was defined sufficiently to bring this site into the remedial phase. Section 2) A) 1) of the *Bid Document* explains that the situation could be evaluated in the future if the need arises for further definition of the degree and extent of the contaminant plume. In regard to the North American Overhead Door site, MW-6 has been sampled on five occasions (12/20/95, 7/23/96, 10/1/97, 11/11/97 and 6/27/01) by the consultant investigating that site. The first four rounds were analyzed for the full VOC list, while the final round included PVOC analyses. Other than a detection of 2.6 *u*g/L of chloromethane in the December 1995 sample, the results have been non-detect. The BRRTS reference to "co-contamination" relates to contaminants other than petroleum (i.e., chlorinated solvents) that have been detected at and attributed to the North American Overhead Door site. Groundwater flow at the North American Overhead Door site has consistently been measured to the east-northeast. The North American Overhead Door site will be directed to the public bidding process in the near future. Once that site enters a monitoring phase, DNR staff would be willing to facilitate data sharing between the Saari Union 76 and North American Overhead Door sites through DNR files, or if desired, access to MW-6 by the Saari Union 76 remedial consultants. In regard to the Jerry's Amoco site, the DNR reviewed a site investigation work plan in April 1999, but we have received no investigative results since that time. During the investigation of a previous LUST release at the Jerry's Amoco location, soil borings were advanced to 16.5 ft bgs, and neither groundwater nor bedrock were encountered. This case was closed by Commerce in December 1997.

2. A portion of the soil contamination plume extends to the north under Iron Street and into the boulevard on the north side of Iron Street. In the past, remedial excavations at PECFA sites have typically stopped when encountering a paved street or highway. Numerous utilities are located beneath Iron Street and overhead electric is located along the boulevard, which would make excavation costly and possibly not allowed by utilities or governmental units. To create a bid acceptable to PECFA/WDNR are we expected to perform excavation activities in these areas if removal of the soils beneath these areas is the only way to meet site closure criteria? If so, will PECFA pay for the removal/replacement of the utilities, pavement, and curbing necessary to access the contaminated soils beneath the street and boulevard? If not, can they be listed in the GIS registry for soil contamination, and not considered when selecting a method to meet closure criteria for remaining soil and groundwater contamination at the site?

   RESPONSE: The Bid Document does not say that all contaminated soil must be removed in order to meet site closure criteria. The Minimum Remedial Requirements state only that a source control excavation or excavations be completed to eliminate further leaching of contaminants from soil to groundwater. Prospective bidders are free to use options in addition to excavation (i.e., soil vapor extraction, site specific Residual Contaminant

Level calculations, leaching tests, engineering controls) to meet this objective and ch. NR 720, Wis. Adm. Code, requirements. Prospective bidders should note that the rules establishing the GIS registry for soil contamination have not yet been promulgated. Also, this system is not intended to be a substitute for actual soil remediation. PECFA would pay for the replacement of utilities, but replacement of the pavement and curb would be reimbursed at the depreciated cost and only if a third party owned them.

3. One of the more contaminated areas is on the north side of the building where that majority of the tanks are located. To remove these contaminated soils, a waterline and sidewalk will have to be removed and replaced. Will PECFA pay for the costs involved with the removal and replacement of these items?

   RESPONSE: Again, PECFA would pay for the replacement of the waterline, but the sidewalk would only be reimbursed at a depreciated cost, and only for a third party.

4. If engineering controls (i.e., capping) are used to meet site closure criteria, will PECFA pay for the replacement of a new impervious surface (asphalt or concrete) at the site?

   RESPONSE: At this time, there is no provision that allows PECFA to reimburse for cap installation. The code only allows replacement of asphalt or concrete owned by a third party, and only at a depreciated cost.